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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE OF ITEMS AND PRICES—FIRM FIXED PRICE AND INDEFINITE DELIVERY/REQUIREMENTS

The Contractor shall provide management, supervision, manpower, equipment, supplies and materials necessary to perform all aspects of the moving and moving related services at the U. S. Patent and Trademark Office (USPTO). These services are hereby defined in Section C of this contract.

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SECTION B: SCHEDULE OF SUPPLIES/SERVICES

B.1 SCHEDULE OF ITEMS AND PRICES

LOT 1 - BASE PERIOD:	NOVEMBER 10, 2004 thru OCTOBER 9, 2005
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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0001A	Material Handler	Hours	9,360	18,720	_____
0001B	Supervisor	Hours	1,040	2,080	_____
0001C	Material Handler/Truck Driver	Hours	2,080	4,160	_____
0001D	Assistant Supervisor	Hours	1,040	2,080	_____

LOT II OPTION YEAR ONE:	OCTOBER 10, 2005 thru OCTOBER 9, 2006
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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0002A	Material Handler	Hours	9,360	18,720	_____
0002B	Supervisor	Hours	1,040	2,080	_____
0002C	Material Handler/Truck Driver	Hours	2,080	4,160	_____
0002D	Assistant Supervisor	Hours	1,040	2,080	_____

LOT III OPTION YEAR TWO:	OCTOBER 10, 2006 thru OCTOBER 9, 2007
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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0003A	Material Handler	Hours	9,360	18,720	_____
0003B	Supervisor	Hours	1,040	2,080	_____
0003C	Material Handler/Truck Driver	Hours	2,080	4,160	_____
0003D	Assistant Supervisor	Hours	1,040	2,080	_____

LOT IV OPTION YEAR THREE:	OCTOBER 10, 2007 thru OCTOBER 9, 2008
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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0004A	Material Handler	Hours	9,360	18,720	_____
0004B	Supervisor	Hours	1,040	2,080	_____
0004C	Material Handler/Truck Driver	Hours	2,080	4,160	_____
0004D	Assistant Supervisor	Hours	1,040	2,080	_____

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LOT V OPTION YEAR FOUR:	OCTOBER 10, 2008 thru OCTOBER 9, 2009
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<u>CLIN</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>MIN</u>	<u>MAX</u>	<u>PRICE</u>
0005A	Material Handler	Hours	9,360	18,720	_____
0005B	Supervisor	Hours	1,040	2,080	_____
0005C	Material Handler/Truck Driver	Hours	2,080	4,160	_____
0005D	Assistant Supervisor	Hours	1,040	2,080	_____

B.2 PRICING NOTES

(a) Minimum/Maximum Quantities. The minimum and quantities listed are based on estimates of the quantities that may be ordered by the Government, however, only the minimum quantities are guaranteed. The government reserves the right to redistribute quantities within the prescribed CLIN after contract award.

(b) Burdened Hourly Rates. The unit prices listed in Section B shall include all costs, including labor, shift differentials, weekend/holiday work, report documentation preparation, uniforms, fringe benefits, relief periods, overhead, general and administrative (G&A), materials, supplies, profit, and all other Contractor direct and indirect costs associated with the provision of personnel, and must comply with the requirements of the Service Contract Act, and the collective Bargaining Agreement were applicable.

(c) Contract Evaluation Quantities. The minimum quantities for the Base Year and option years 1-4 will be utilized for evaluation and contract award process.

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SECTION C- DESCRIPTION/SPECIFICATION

C.1 Purpose

The objective of this acquisition is to select a contractor who will provide all necessary qualified personnel, supervision, management, training, administrative services (e.g., logs, reports, etc.), moving supplies, equipment, and vehicles to effectively fulfill USPTO's routine office move requirements. In meeting this objective, USPTO is seeking a Contractor who has had a minimum 36 months experience in the moving services industry and who provides the best overall value to USPTO.

The moving and related services required by USPTO include those normally found in a commercial type-moving contract. These services include, but are not limited to, padding and packing/crating of items, transporting material to be moved, disassembly of property when necessary, pickup and loading of property at its present location, transporting to destination, delivering property to the designated building/room, and positioning at the new location.

USPTO is presently in the midst of a major office move, from Arlington, VA to Alexandria, Va. A separate contract has already been awarded for those moving services. This contract is for USPTO's current ongoing internal move services, other than the major move. USPTO anticipates completion of the move to its new campus in May, 2005.

C.1.1. Critical Success Factors

In an effort to maintain customer satisfaction, the project team surveyed key customer groups. The following list outlines a composite of critical success factors, factors that are listed in no order of importance.

A. Care in Moving: Ensure care is taken in moving belongings (e.g., protect furniture, walls, doors, etc. from being marred) thus reducing the need for additional time and cost for rework and repair.

B. Time Commitment: Commitment to being prompt, as well as completing projects or assignments within a specified time, regardless of the time that is required to complete.

C. Ability to Promptly React to Unplanned Events: Ability to handle unanticipated events (e.g., unexpected delivery of furniture or supplies, arranging a conference room, removing items that could affect the safety or health of employees).

D. Professional Staff: Contractor staff is courteous and performs the requested service in a business like manner.

E. Flexibility: Contractor is flexible and can accommodate reasonable changes in the scope of a project or assignment (i.e., assignment indicated a move of 10 chairs, and once at the site there is a need to move 12 chairs).

F. Multiple Tasks: Contractor is able to accomplish multiple tasks throughout the USPTO facilities.

C.1.2. Work Complement

The following information is provided to assist the Offeror in understanding the needs of USPTO. **Although not presented as minimum requirements,** the following listed resources represent the present complement of staff and vehicles associated with the USPTO's daily operations. Offerors are encouraged to propose innovative approaches to fulfill the needs of this contract, however, the Contractor is required to provide a workforce capable of completing the types of move assignments (daily and weekly) as described in C.1.2.1.

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Resources

- 9 - material handlers
- 2 - working supervisors
- 2 - material handlers/drivers
- 2 - 26' trucks

C.1.2.1 Assignments

As in any highly active business environment, the contractor should anticipate the need to accommodate multiple small, last minute move-related requests. Since the nature of the daily/weekly move services varies, the following are examples of assignments that may be performed on a recurring basis, but are not limited to the assignments that may be performed. The Contractor is to ensure each assignment is performed in accordance with instructions from the USPTO's task manager.

C.1.2.2 Typical Daily and Weekly Assignments

The following is a list of typical daily and weekly assignments, however, these assignments are not limited to the assignments which may be assigned under this contract:

Typical Daily Assignments

- Movement of 50 to 75 boxes throughout the USPTO's Crystal City and Carlyle campuses.
- Three to five conference room/classroom setups for under 60 persons.
- Transport of furniture, equipment, supplies, etc. to and from offices in Crystal City/Carlyle and the USPTO's warehouses in Springfield and Newington, VA.
- Two small interoffice moves of less than 5 persons.
- A move of less than 5 persons within the same building.
- Movement of patent and trademark application files within the Crystal City/Carlyle facilities. These files are usually transported in tubs or hampers.

Typical Weekly Assignments

- Arrange a conference room to accommodate specified setup for 90 or more persons.
- Interoffice move of 6 to 10 persons.
- Pickup of weekly patent issue and deliver to specified Crystal City/Carlyle locations.
- Disposal of sensitive records in accordance with security procedures.
- Twice weekly pickup of surplus furniture from throughout Crystal City/Carlyle for delivery to the warehouses.
- Three weekly deliveries of library books and reference material to locations throughout the USPTO's Crystal City and Carlyle campuses
- The movement of shoeboxes* to and from USPTO's warehouses to sites in Crystal City and Carlyle.

At times the contractor will be required to pack boxes, cartons, etc. for movement and may be required to unpack the boxes. Normally, however, the Government will do the packing and unpacking.

*A shoebox is a three-tiered metal or wood cabinet with a base and top, used to store copies of patents. Each tier measures approximately 28" wide, 26" high and is 13" deep. Each tier has 27 drawers and when fully loaded, weighs approximately 250 pounds. The units are stacked three high, but will be moved individually to the point of destination.

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C.2. Miscellaneous Mandatory Requirements

C.2.1 Contractor's Attire

All employees, including supervisor must wear distinctive clothing that is readily identifiable. The Contractor's name should be affixed thereon in a permanent or semi-permanent manner such as a badge or monogram.

C.2.2 Investigation Requirements

Each Contractor employee proposed under this contract may be required to undergo security processing by the USPTO's Office of Security and satisfy non-critical non-sensitive security level requirements before being eligible to work under this contract.

C.2.3. Move Precautions

The USPTO recently began transitioning its offices from Crystal City/Arlington, VA to Carlyle/Alexandria, VA. The USPTO's Carlyle campus was specifically constructed for the agency and the USPTO, in cooperation with its landlord, are intent on ensuring that the facility's newly constructed appearance is maintained. To that end, it is critical that extreme care be taken in support of all move efforts. Precautions include, but are not limited to, the extensive use of quality mansonite to protect carpeted areas, composite flooring, walls, etc. and the use of corner guards to protect walls, door frames, etc.

C.2.4 Communications

To allow immediate messaging and communication with personnel engaged in work described in this contract, the Contractor shall provide communication devices (e.g., cell phones, two-way radios) to all Contractor supervisory personnel and to the COTR.

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SECTION E- INSPECTION AND ACCEPTANCE

E.1 SOLICITATION PROVISIONS INCORPORATION BY REFERENCE (JUN 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.246.02	Inspection of Services—Fixed Price.	AUG 1996
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E.2 INSPECTION AND ACCEPTANCE

1. The Contracting Officer's Technical Representative or his duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
2. Inspection and acceptance will be performed in USPTO locations within one Crystal City and Carlyle campuses, and shall fully comply with the Statement of Work.

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SECTION F – DELIVERABLES OR PERFORMANCE

F.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15	Stop Work Order –Fixed Price	AUG 1989
52.242-17	Government Delay of Work	AUG 1984

F.2 PLACE OF PERFORMANCE

Locations in Crystal City:

- Crystal Gateway 2 and 4
- Crystal Park 1,2,3 and 5
- Crystal Plaza 1,2,3,3/4,4 and 6
- Crystal Square 2, 4 and 5
- North Tower
- South Tower – (South Towers will remain permanently occupied, and require servicing periodically, after USPTO completes its move to the Carlyle Campus).

Future Locations at Carlyle Campus:

- Madison Building, East and West Wings
- Knox Building
- Jefferson Building
- Randolph Building
- Remsen Building
- Carlyle Townhouse
- Elizabeth Townhouse

In addition to its two principle work locations in Crystal City and Carlyle, USPTO maintains warehouses/file repositories operations located in Franconia, VA and Springfield, VA. The Contractor will be expected to make frequent trips to those sites. Although far less frequent, there will be occasions when the Contractor will be asked to make pick-ups and deliveries to other locations within a 50 mile radius of the USPTO's two principle work locations.

F.3 PERIOD OF PERFORMANCE

- (a) The period of performance of this contract will be five years – a base year starting at the effective date of contract award, followed by four (4) option years. The contractor can also earn up to 3 additional option years.

Base Period:	November 10, 2004 thru October 9, 2005
Option Period 1:	October 10, 2005 thru October 9, 2006
Option Period 2:	October 10, 2006 thru October 9, 2007
Option Period 3:	October 10, 2007 thru October 9, 2008
Option Period 4:	October 10, 2008 thru October 9, 2009

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- (b) The period of performance for additional support will be specified in each Task Order placed under the contract by both parties. No additional support is authorized without the approval of the CO and COTR. Task orders will be issued on an as required basis.

F.4. AWARD TERM INCENTIVE OPTIONS (UNPRICED)

The Contractor will have the opportunity to earn the addition of up to three (3), 1-year award term option periods as stated below for achieving specific contract incentives in accordance with Section H.14 – Award Term incentive Options.

Award Term Option 5 (Unpriced):	October 10, 2009 thru October 9, 2010 (if exercised)
Award Term Option 6 (Unpriced):	October 10, 2010 thru October 9, 2011 (if exercised)
Award Term Option 7 (Unpriced):	October 10, 2011 thru October 9, 2012 (if exercised)

F.4. DAILY AND WEEKLY DELIVERABLES

- (a) All work assignments and/or projects assigned by the USPTO Move Coordinator or the COTR shall be completed on the day of work assignments or projects are provided to the Contractor. While most assignments will be provided by 8:00 a.m., there are occasions when assignments will be delivered on short notice during the day. The Government will review and coordinate these assignments and/projects with its internal customers before providing these assignments to the Contractor.
- (a) Unless a specific time is assigned, the Contractor will be responsible for coordinating a time during the day to complete the assignments.
- (b) In addition to the daily assignments and projects, the Contractor is requested to perform the weekly assignments listed under C.1.2.1.
- (c) The USPTO Coordinator or COTR will verbally notify the on-site supervisor of any deviations, deficiency or other issues relating to the performance of the assignments and /or projects. This notification will be documented by the USPTO Coordinator or COTR. The on-site supervisor will be afforded an opportunity to correct and/or improve deviations (such as reporting timely, completing assignments timely, minor issues relating to the conduct of employees and excessive property damage). However, if the COTR considers the nature of the situations significant the corporate management of the company will be notified immediately.
- (d) If the on-site supervisor is given more than three (3) notifications within any Performance Period, the USPTO will immediately notify the contractor's corporate headquarters. A written "Cure Letter" will be issued, and the Contractor will be given a specific number of days to correct the problem. All information regarding the past performance of the Contractor will become a determining factor in performance evaluation.

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform inspections necessary in connection with performance of the contract; maintain both written and oral communications with Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without the being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communication pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)- TECHNICAL DIRECTION

- (a) The Contracting Officer hereby designates the individuals named below as the Contracting Officer's Technical Representatives:

NAME: Ms. Robin Lewis
ADDRESS: U.S. Patent and Trademark Office
Office of Administrative Services
2011 Crystal Drive, CPK-1, Suite 605
Arlington, VA 22202
PHONE: (703) 305-1809

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NAME: Mr. Ernest Gough
ADDRESS: U.S. Patent and Trademark Office
Office of Administrative Services
2011 Crystal Drive, CPK-1, Suite 605
Arlington, VA 22202
PHONE: (703) 305-1815

The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

- (b) The responsibilities and limitation of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office
Office of Finance
Mail Stop: 17
Crystal Park 1, Suite 802
P.O. Box 1450
Alexandria, VA 22313-1450

- (b) To constitute a proper invoice, invoice must include the following information and/or attached documentation:
- (1) Name of Contractor, invoice number and invoice date.
 - (2) Contract number and task order number if applicable.
 - (3) Description, price, and quantity of services actually rendered.
 - (4) Payment terms.
 - (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (6) Other substantiating Documentation or information as required by the contract
- (c) If items are rejected for failure to conform to the contract requirement, the provisions in the Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

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- (d) Invoices shall be submitted on a monthly basis after such time as all other products or services ordered under the corresponding task order have been inspected, and delivered, for that month.

G.5 ELECTRONIC PAYEMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods (See Section I) shall be forwarded by the Contractor to the below designated office no later than seven (7) calendar days after contract award.

**U.S. Patent and Trademark Office
Office of Finance
Mail Stop: 17
Crystal Park 1, Suite 802
P.O. Box 1450
Alexandria, VA 22313-1450**

- (b) If requested, a form will be provided to the successful contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

G.6 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

G.7 CONTRACT ADMINISTRATIVE OFFICE

This contract will be administered by:

NAME: Frank L. Rumph
Contracting Officer
ADDRESS: U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive
Crystal Park One - Suite 810
Arlington, VA 22202
PHONE: 703.306.4505

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SECTION H- SPECIAL CONTRACT REQUIREMENT

H.1 TYPE OF CONTRACT

- (a) A firm Fixed-Price IDIQ type contract will be issued as a result of this solicitation.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including interpretations of the specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.3 HOURS OF DUTY

The Principal Period of Operations (PPO) will be Monday through Friday, excluding Federal holidays, during the hours of 7:30 a.m. to 4:00 p.m. throughout USPTO's Crystal City/Carlyle campus and warehouse facilities. Services that take place outside the (PPO) will be required on a case-by-case basis and may be needed on weeknights, weekends and/or holidays.

H.4 GOVERNMENT HOLIDAYS

- (a) The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday proceeding the holiday, while holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day
Martin Luther King, Jr's Birthday
Inaguration Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

- (b) The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holiday are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather conditions. The COTR will notify the contractor when early release of Federal employees has been authorized.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

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H.6 SERVICE CONTRACT ACT WAGE DETERMINATION

- (a) The contract is subject to the Service Contract Act of 1965. In the performance of this contract, the Contractor shall comply with the wage determination issued by the U. S. Department of Labor. The latest wage determination is incorporated into this contract as **Attachment E** as noted in Section J.

H.7 KEY PERSONNEL

- (a) The Contractor shall provide a key personnel team to support and interact with the Government personnel over the life of the contract. The key personnel shall include the following:

<u>Labor Category</u>	<u>Name</u>
Supervisor	_____
Assistant Supervisor	_____

- (b) During the first ninety-(90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitutions is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel. Any approved changes shall be subject to negotiation at the option of USPTO.
- (c) The Key Personnel shall provide a resume no longer than three pages that include the following information:
- (1) full name and date of birth
 - (2) job title for which the person is proposed
 - (3) a brief description of work experience that is directly related to the type of work that will be performed under this requirement

H.8 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposed to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies – The Contracting Officer may terminate this contract for convenience, in whole or in part, if deems such termination necessary to avoid an organizational conflict of interest. If the Contractor aware of potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the

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contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.9 INSURANCE COVERAGE

Pursuant to the clause "Insurance- Work on a Government Installation (FAR 52.228-5), the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensation under those statutes, they shall covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability.
- (1) The Contractor shall have bodily injury liability insurance coverage written on comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property Damage liability insurance shall be required in the amount of \$100,000.
 - (3) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering the automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury, other than passenger liability, and \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress to egress from the USPTO facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations of governing the conduct of personnel and the operation of the facility. The USPTO reserves the right to require Contractor personnel to sign in upon ingress to sign out upon egress from the USPTO facility.

H.11 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government or that is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.12 DUPLICATION OF EFFORT

The Contractor hereby certifies that the cost for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source.

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The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.13 GOVERNMENT IDENTIFICATION/SUITABILITY INVESTIGATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES

Contract Language for use by Contracting Officers for Low Risk and Moderate Risk Contracts Contractors -

Each contract employee working for over 180 days under this contract must undergo investigative processing. The investigation that will be conducted by the Office of Personnel Management (OPM) is a National Agency Check with Inquires (NACI). (NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

Investigative Processing –

The COTR, in conjunction with the contractor's Project Manager, is responsible for initiating and ensuring the accuracy and completeness of the investigative package for each contract employee.

Once the packages have been reviewed, packages will then be forwarded to the USPTO Security Office for further processing, e.g., fingerprinting, etc. Investigative paperwork must be submitted to the USPTO Security Office and forwarded to the OPM within 14 days after the Subject's performance on the contract.

Processing Requirements –

The investigative package must contain the following investigative forms: SF-85, Questionnaire for Non Sensitive Positions; FD 258, Fingerprint Chart; and the OF 306, Declaration for Federal Employment.

Non U.S. citizens to be employed under this contract must:

- a. Have official legal status in the United States; and
- b. Have continuously resided in the United States for the last 2 years

If the USPTO Security Office receives disqualifying information on a contract employee, the Contractor, upon notice, will immediately remove the employee from their duties under this contract. Contract employees may be barred from working on the premises of a facility for any of the following:

- a. Falsification of information entered on the investigative forms.
- b. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
- c. Improper conduct once performing on the contract, including criminal, infamous, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly relates to the contract.

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d. Any behavior judged to pose a potential threat to USPTO personnel or property. Failure to comply with these requirements may result in the cancellation of this contract.

H.14 AWARD TERM INCENTIVE OPTIONS

(a) In an effort to establish a long-term business relationship based upon sustained superior performance, this contract provides the Contractor the opportunity to earn the addition of up to three (3) additional (un-priced option years of contract performance (beyond the base year and option years 1-4) in the form of Award Term Options.

(b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to three (3) award term options may be earned by maintaining/increasing a high quality level of contract performance as follows:

(c) Performance Matrix (Attachment F):

For Award Term Option 5: The Contractor must have received a majority rating of Excellent (90%) during Option years 1 thru 4, to be considered for Award Term Option 5.

For Award Term Option 6: The Contractor must have an Excellent (90%) rating during Award Term Option 5, to be considered for Award Term 6.

For Award Term Option 7: The Contractor must have an Excellent (90%) rating during Award Term Option 6, to be considered for Award Term 7.

(d) The USPTO's Term Determining Official (TDO) will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the Contractor has earned the addition of each award term option. If the TDO authorizes the addition of an award term, the Contractor shall, within 60 days, submit a price proposal for the applicable award term option. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award option will be exercised unilaterally by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the TDO decision.

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SECTION I- CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.204-7	Central Contractor Registration	October 2003
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.214-34	Submission of Offers in the English Language	April 1991
52.214-35	Submission of Offers in U.S. Currency	April 1991
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence-Uniform Contract Format.	Oct 1997
52.219-8	Utilization of Small Business Concern	October 1995
52.219-14	Limitations on Subcontracting	December 1996
52.222-03	Convict Labor	August 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	December 2001
52.222-36	Affirmative Action for Handicapped Workers	April 1984
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.223-03	Hazardous Material Identification And Material Safety Data	January 1997
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program	August 2000
52.223-13	Certification of Toxic Chemical Release Reporting	August 2003
52.223-14	Toxic Chemical Release Reporting	October 2000
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-01	Authorization and Consent	July 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	August 1996
52.227-14	Rights in Data—General	June 1987

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52.228-05	Insurance – Work On A Government Installation	January 1997
52.229-4	Federal, State, and Local Taxes	January 1991
52.232-1	Payments.	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-11	Extras	April 1984
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-28	Invitation to Propose Performance-Based Payments	Mar 2000
52.232-32	Performance-Based Payments	February 2002
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.237-1	Site Visit	April 1984
52.237-02	Protection Of Government Buildings, Equipment, And Vegetation	April 1984
52.242-13	Bankruptcy	July 1995
52.243-01 Alt II	Changes-Fixed-Price	April 1984
52.244-6	Subcontracts for Commercial Items.	October 1995
52.245-01	Property Records	April 1984
52.245-02	Government Property (Fixed Price Contracts)	December 1989
52.245-04	Government-Furnished Property (Short Form)	April 1984
52.246-20	Warranty Of Services	May 2001
52.249-02	Termination For Convenience Of The Government (Fixed-Price)	September 1996
52.249-08	Default (Fixed-Price Supply and Service)	April 1984
52.251-01	Government Supply Sources	April 1984
52.253-01	Computer Generated Forms	January 1991

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I.2 52.03-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY JANUARY 1997

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS JUNE 1997

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

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"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

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(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

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(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

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(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.216-18 ORDERING. OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **November, 2004 through October, 2008.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.5 52.216-19 ORDER LIMITATIONS OCT 1995

(a) ***Minimum order.*** When the Government requires supplies or services covered by this contract in an amount of less than **8 hrs**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) ***Maximum order.*** The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **9,360 hrs**;

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(2) Any order for a combination of items in excess of **18,720 hrs**; or

(3) A series of orders from the same ordering office within **10 days** that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.6 52.216-22 INDEFINITE QUANTITY OCT 1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after _____ [*insert date*].

I.7 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION OCT 2003

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

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(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) ***Contractor's EFT information.*** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) ***Mechanisms for EFT payment.*** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) ***Suspension of payment.***

If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) ***Liability for uncompleted or erroneous transfers.***

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) ***EFT and prompt payment.*** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) ***EFT and assignment of claims.*** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the

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terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

I.8 52.219-70XX SECTION 8(A) DIRECT AWARDS FEBRUARY 1999

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the United States Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

**U.S. Small Business Administration
Washington District Office
1100 Vermont Avenue, NW, 9th Floor
Washington, DC 20043-4500
(202) 606-4000**

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contacting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitations on Subcontracting.

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I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEBRUARY 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

I.10 I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR 1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter) clause with an authorization deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

(b) The use in this solicitation or contract of any Department of Commerce clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

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SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENT LISTING

Attachment A:	USPTO Crystal City Location Map
Attachment B:	USPTO Carlyle Campus Map
Attachment C:	USPTO Carlyle typical floor plan, indicating floor and wall protection requirements
Attachment D:	Past Performance Questionnaire
Attachment E	Department of Labor Wage Determination
Attachment F	Performance Matrix

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SECTION J – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATION BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

K.2 52.203-2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION APRIL 1985

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer;, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

As prescribed in 3.808, insert the following provision:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Apr 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989-

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure

K.4 52.204-3 TAXPAYER IDENTIFICATION OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

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K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DECEMBER 2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS APRIL 2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

484210

(2) The small business size standard is **500 employees**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*.

(1) The offeror represents as part of its offer that it is, or is not a small business concern.

(2) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) The offeror represents, as part of its offer, that-

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions**. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM OCTOBER 2000

(a) *Definition.* "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) The Offeror [] is, [] is not an emerging small business.

(c) *Complete only if the Offeror is a small business or an emerging small business, indicating its size range.*

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Offeror's number of employees for the past 12 months or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*.
[Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
_____	_____
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.8 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM MAY 1999

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last 3 fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
_____	_____
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 - 250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that-

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.222-48 Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment-Contractor Certification AUGUST 1996

(a) The following certification shall be checked:

Certification

The offeror certifies o does not certify o that-

(1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;

(2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

(3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

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K.12 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUGUST 2003

Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
[Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas

K.13 52.225-1 Buy American Act-Supplies. JUNE 2003

(a) **Definitions.** As used in this clause-

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means-

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(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

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SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEBRUARY 1999

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) number	October 2003
52.215-01 ALT 1	Instructions to Offerors – Competitive Acquisition (May 2001) Alt 1	January 2004
52.232-38	Submission of Electronic Funds Information with Offer	May 1999

L.2 52.233-2 SERVICE OF PROTEST AUGUST 1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**U.S. Dept of Commerce, USPTO
Office of Procurement
Box 6
Washington, DC 20231
Attn: Frank L.Rumph**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to

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submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Jo-Anne Barnard
Chief Financial Officer & Chief
Administrative Officer
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX No. 703-305-0995)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Office of the General Counsel
U.S. Patent & Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
(FAX No. 703-305-5907)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

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2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

(i) the protester's name, address, telephone number, and fax number

(ii) the solicitation or contract number, name of contracting office and the contracting officer

(iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced

(iv) copies of relevant documents supporting protester's statement

(v) a request for ruling by the agency

(vi) Statement as to form of relief requested

(vii) all information establishing that the protester is an interested party for the purpose of filing a protest

(viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall

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immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

(i) contract performance would be in the best interest of the United States, or (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re-compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect

L.4 EVALUATION OF PROPOSALS

The USPTO will evaluate proposals and make an award in accordance with the evaluation criteria set forth in Section M of the RFP.

L.5 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.6 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in the RFP shall submit all documents as defined in Section L.13 (Proposal Requirements). Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K).

All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.7 NEWS RELEASES

Offerors shall make no news releases pertaining to the solicitation or subsequent contract award without prior agency approvals and then only in coordination with the Contracting Officer.

L.8 NO ALTERNATE PROPOSALS ACCEPTED

An Offeror shall submit a maximum of one (1) fully compliant proposal in response to the solicitation. No alternate proposals will be accepted. If an Offeror submits more than one proposal, all proposals will be returned without evaluation since the USPTO would have no basis upon which to determine which of the proposals the Offeror desired to have evaluated.

L.9 PERIOD FOR ACCEPTANCE OF OFFERS

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In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all items upon which prices are bid.

L.10 PROPOSAL REQUIREMENTS

The USPTO will utilize a "Two-Phase" source selection process. Under Phase 1, offerors must provide information requested to support meeting the minimum requirements and additional information regarding experience and past performance on similar projects, qualifications, and experience of key personnel, offerors' resources, and pricing. The Government will evaluate Phase I submissions to identify those proposals that are the most highest rated and establish a competitive range. Only those firms in the competitive range will be invited by the Government to participate in Phase 2 of the selection process. Those offerors in the competitive range will be asked to make a forty minute oral presentation to introduce the key personnel, explain the firm's expertise in the area of moving services, planning, and to review the offeror's staffing structure to complete the requirements. The offerors included in the competitive range will be notified by letter and presentations will be scheduled. The Government will determine by lottery the sequence of presentations by the offerors.

Offerors are required to submit the following in response to Phase I of this solicitation:

- A. Experience and Past Performance Proposal
- B. Technical/Management Proposal
- C. Price Proposal

A. PHASE I - Experience and Past Performance Proposal

(a) Provide at least three (3), but not more than five (5), project examples in order to demonstrate the Offeror's experience and ability to provide skilled personnel and ability to manage projects of a similar nature. Limit the information to a maximum of five (5) total pages. If a subcontractor or teaming arrangement is proposed, limit the information to five (5) total pages plus an additional three (3) pages for each subcontractor or teaming arrangement partner proposed. For each project, minimally provide the following information:

- Current point-of-contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed.
- Approximate square footage or the number of personnel involved.
- Type of client (commercial or government) and whether Offeror has direct contact with client or a third party.
- Describe how these projects are similar or relevant to this USPTO project.

(b) If a subcontractor or teaming arrangement is proposed, the Offeror shall provide current points of contact (Contracting Officer and COTR), point of contacts' telephone number, fax number, email addresses (if available), contract title (if applicable), contract number, contract type, period of performance, dollar amount, and description of the work performed for at least three (3) Government and/or commercial contracts that each proposed subcontractor has accomplished. Clearly identify the subcontractor or teaming arrangement that you are proposing to provide for this contract.

(c) In addition to the information required in (a) and (b) above, the offeror is required to provide for completion to those references designated, the Past Performance Questionnaire found in Section J, Attachment E, to this solicitation. The USPTO requires that the references submit the completed questionnaires directly to the Government's Contracting Officer

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at the address shown in Clause L. 11. The offeror is responsible for exercising due diligence to ensure references submit completed past performance questionnaires directly to the Government no later than the proposal submission due date.. The information included in the past performance questionnaires shall be considered sensitive and shall not be released to offerors or used beyond the contract award evaluation process.

(d) Any information found to be unreliable may result in a negative rating to the offeror. If a prime contractor is not able to provide at least three (3) references, and its subcontractors are not able to provide three (3) references, the offeror shall certify that the references provided are all of the references available as of the date of submission. False information provided concerning references or offeror certifications shall result in the USPTO not considering an offeror for award of any resulting contracts. The purpose of requesting references (if available) is to provide the USPTO with an adequate sampling of past performance information in the event references fail to provide needed information or are no longer available to provide the information. As stated, if an offeror cannot provide requisite number of references, a certification so stating is required.

Notes:

The USPTO reserves the right to determine which contracts submitted by the offeror is relevant to the requirements and to utilize only those references.

In the conduct of its past performance evaluation of offerors, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Those offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance.

By providing the USPTO the above contacts, the offeror is certifying that it has contacted the referenced individuals and given permission for the USPTO to contact said individuals. In the event that USPTO cannot contact the referenced individuals within a reasonable time frame, the past performance reference may not be considered.

B. PHASE I - Technical/Management Proposal

The Technical Proposal submitted in response to Phase I of this solicitation shall not exceed the page limitations as provided below and shall include your approach to accomplishing the requirements of the statement of work, and the information required below is also requested. If a subcontractor or teaming arrangement is proposed, the Offeror shall provide information about each company proposed.

Offerors shall limit their response to the information requested in paragraphs 1, 2, 3, 4, and 5, below to a maximum total of 7 pages. The response to paragraph 6 does not have a page limitation associated with it, however, offerors are cautioned that voluminous proposals are not necessary.

1. Provide your approach to meeting the requirements of the Statement of Work.

2. Company Operations. Specify the following:

- History of company, including year commercial moving services were established.
- Location and services performed from each existing branch office involved with contract performance.
- Provide proximity to Alexandria, VA (in miles).
- Approximate total revenue in 2003 for commercial (non-residential) moves.
- Percentage of 2003 commercial move revenue of the total commercial and residential move revenue.
- Largest contract value for commercial moves in 2002 or 2003.

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- Company or contact person E-mail address
- Company web page address, if any

3. Current Company Workforce. Specify the following:

- Number of full-time management staff that manages moving services.
- Average years of commercial moving experience of your management staff.
- Average number of full-time or part-time working supervisors utilized during your commercial moving projects in the last two years. These working supervisors are employees that the Offeror has employed for a minimum of one year as a permanent full-time or permanent part-time employee.
- Average number of full-time or part-time moving laborers utilized during your commercial moving projects in the last two years.
- Largest number of full-time or part-time moving labors utilized during a commercial moving project in the last two years.

4. Current Company Equipment. Specify the following:

- Approximate number of company-owned van trucks.
- Approximate number of company-owned straight trucks
- Approximate number of company-owned box dollies
- Approximate number of book carts
- Communication equipment used during a move.

5. Quality Control

- Quality control, including prevention of potential moving issues and resolution of identical moving issues.

6. Proposed Key Personnel and Operating Personnel

- Provide an organizational chart depicting the layout of the management structure, including the identification of key personnel, and major subcontractor personnel necessary to accomplish the project. If teaming is to be used, Offeror shall describe the plan to manage the teaming arrangement.
- Provide a resume of each management person who will have major project responsibility. Include a description of duties and responsibilities projected for the proposed contract. Include relevant commercial moving experience.
- Offeror shall estimate the total number of field personnel to be assigned to this program and identify whether the personnel will be full-time employees, day laborers, or provided by a teaming or subcontracting arrangement.

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C. PHASE 1 - Price Proposal

Offerors shall provide a firm fixed price proposal in accordance with Section B

The government will evaluate Phase 1 submissions in accordance with Section M of this solicitation.

PHASE 2 - ORAL PRESENTATION INSTRUCTIONS

Only those offerors determined to be the most highly rated and within the competitive range will be eligible to participate in Phase 2 of this solicitation.

A. OFFEROR'S PRESENTATION TEAM

The proposed Program Manager and up to two (2) additional personnel shall participate in the oral presentation. The offeror may bring no more than three (3) representatives to the oral presentation.

B. CLARIFICATION AND DISCUSSIONS OF ORAL PRESENTATION POINTS

At the end of the forty minute oral presentation, the Government will utilize 20 minutes for clarification of any points which are unclear.

C. GOVERNMENT ATTENDANCE

The oral presentation will be attended by the Contracting Officer, the Moving Services Technical Evaluation Team.

D. LOCATION OF ORAL PRESENTATION

The Government will notify those offerors who are included in the competitive range of the time and USPTO location in Arlington, Virginia where their oral presentation will be held. The Government will provide a Presentation Easel and an Overhead Projector/Screen for use by the offeror. If the offeror plans to make a presentation electronically, the offeror must bring a laptop and projector and make notification of this to the Government, 2 days prior to the scheduled presentation. A maximum of ten minutes in advance of the presentation will be allotted for set-up of equipment. Should the equipment not work, the offeror must have another method of presentation.

E. DOCUMENTATION FOR ORAL PRESENTATION

The oral presentation is restricted to no more than one (1) hour including twenty minutes for clarifications. The offeror shall provide a list of names of all offeror personnel to attend the presentation, with corporate position titles, tenure with the corporation, 3 days prior to the date and time specified in the oral presentation notification letter.

F. GOVERNMENT DOCUMENTATION FOR ORAL PRESENTATION

Offerors are prohibited from video-taping or audio-recording their own oral presentation.

G. ORAL PRESENTATION INSTRUCTIONS

1. Introduce the Project Manager and discuss that person's experience in moving services.
2. Review the firm's expertise in completing similar projects of this complex scope and magnitude.

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3. Discuss the organizational methodology for completing this project per the tasks listed in the Statement of Work.
4. Provide a matrix break-out of the proposed labor mix by labor category and skill level for the tasks outlined in the Scope of Work. Estimate man-hour totals by labor category and skill level. Provide a rationale and selection criteria for the proposed labor mix. No cost data is to be provided in this presentation.

All questions pertaining to the RFP shall be submitted electronically to usptomovingservices@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/curiproj.htm>. The identity of the author and associated company name of the question will not be published. All questions regarding the RFP are due by **August 17, 2004**. Receipt of late questions will not result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

L.11 SUBMISSION REQUIREMENTS

All proposal documents submitted in both Phase I and Phase 2 for this solicitation phase shall be submitted as outlined below:

- paper form (one original and six copies) on white, untextured paper;
- one copy on a 3.5", high-density diskette or CD formatted for Microsoft Office 97 (or newer) and formatted for 8 1/2" by 11" single spaced print;
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the characters per inch shall not exceed twelve (12) characters per linear inch or be smaller than twelve (12) point;
- the font shall be Times New Roman 12 pt; and,
- shall not exceed six (6) lines per vertical inch.

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, non-responsive, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail. Documents shall be delivered as a single package and be marked with the Solicitation No. **DOC52-PAPT-04-01012** on the outside of the package.

All proposal documents shall be received no later than **2:30 p.m.**, Eastern Standard Time (EST), **September 3, 2004**.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

**U.S. Postal Service
U.S. Patent and Trademark Office
Attn: Frank L. Rumph/ DOC52-PAPT-04-01012
Office of Procurement
Box 6
Washington, DC 20231**

**Handcarried, Courier, or Non-USPS Mail Service
U.S. Patent and Trademark Office
Attn: Frank L. Rumph/ DOC52-PAPT-04-01012
Office of Procurement
2011 Crystal Drive, Suite 810
Arlington, VA 22202**

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

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SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 52.217-05 EVALUATION OF OPTIONS

JULY 1990

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

M.2 "BEST VALUE" DETERMINATION AND CONTRACT AWARD

The USPTO will make a best value determination across all eligible proposals. In making this determination, the USPTO is more concerned with obtaining superior technical/management, and past performance features than with making an award at the lowest overall price to the USPTO. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior technical quality, management services, or past performance. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior technical/management and past performance. As proposals become more equal in their technical/management, experience and past performance, the evaluated price increases in relative importance.

M.3 BASIS OF CONTRACT AWARD

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

Award of the contract will be made to the responsive, responsible offeror whose proposal, including all options, contains the combination of technical, management, past performance, and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the value of technical, management, and past performance features with differences in price to the USPTO. USPTO shall determine what tradeoff among technical, management, past performance, and price promises the greatest value to the USPTO.

To be eligible for source selection and contract award, the offeror shall meet the following conditions:

- Determined to be responsible according to the standards of FAR Subpart 9. 1.
- Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation.
- Proposal is prepared according to instructions set forth in the solicitation and demonstrates the offeror's capability to perform the scope of work required.
- Meets all needs set forth in Section C.
- Provides the best overall value to the USPTO as represented by a combination of technical, management, past performance, and price factors.

M.4 EVALUATION PROCEDURES

The USPTO will utilize a "Two-Phase" source selection process. Under Phase I, offerors must provide information requested to support meeting the minimum requirements and additional information regarding experience and past performance on similar projects, qualifications, and experience of key personnel, offerors' resources, and pricing. The Government will evaluate Phase I submissions to establish those firms who are rated highest and establish a competitive range. Only those firms in the competitive range will be invited by the Government to participate in Phase 2 of the selection process – Oral Presentations.

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The USPTO will use the evaluation criteria described in the following paragraphs for proposals received in response to the Moving Services solicitation to establish a competitive range as well as to evaluate those offerors within the competitive range, Phase 2. The USPTO will evaluate and make award to the offeror providing the optimum services and capability to the Government.

The USPTO will evaluate offers based upon the evaluation criteria provided below:

FACTOR A. Experience and Past Performance

The USPTO will utilize past performance information submitted in response to the solicitation. Additionally, in the conduct of its evaluation of offeror's proposal, the USPTO may use a variety of information sources in addition to information provided by the offeror. These sources may include, but are not limited to, technical reports, commercial literature, and contact with present or past Government or commercial customers of the offeror. The USPTO may use past performance information obtained from sources other than those identified by the offeror. Additionally, past performance information obtained will be used to determine offerors responsibility. The USPTO will examine the following elements in evaluating the offerors Past Performance:

Relevance of the offeror's past experience; and Quality of the offeror's experience and past performance.

FACTOR B. Technical/Management Approach

The USPTO will evaluate the quality, completeness, responsiveness, relevance, and credibility of the offeror's overall technical and management approach. The USPTO will also evaluate the offeror's comprehension of the scope of the project as it relates to the Statement of Work included but not limited to the critical success factors. This approach must provide the necessary resources (i.e. labor, material, equipment and vehicles) to fulfill USPTO requirements. Any suitable innovative approach to accomplish this requirement will be evaluated by the team.

FACTOR C. Price

The USPTO will evaluate the Offeror's pricing for all CLIN items listed in Section B. The price will be reviewed and analyzed in depth, but will not be scored. The USPTO will evaluate the Offeror's proposal and pricing utilizing the maximum quantities of all CLIN items for the base and option years listed in Section B. The USPTO will conduct a price analysis to determine that prices are reasonable and realistic with relation to the current marketplace.

The factors, as provided above, are weighted accordingly:

- Factors A and B are of equal importance, and are independently more important than Factor C.
- Factors A and B collectively are more important than C.
- Factors C will not be scored, but will be evaluated.

M.5 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.6 UNBALANCED OFFERS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices, which are significantly overstated for other items.